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2016-1153

Gateway Lofts

**City of Columbus Stormwater Drainage
Manual Type II Variance Application**

July, 2017

Engineers

Surveyors

Planners

Scientists



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1.0 INTRODUCTION

The following report provides information pertaining to a requested variance from the City of Columbus Stormwater Drainage Manual (the Manual) for the proposed Gateway Lofts project located at the intersection of Dublin Road and Old Dublin Road.

The Gateway Lofts are proposed to be constructed on an approximately 9-acre parcel located at the Northwest corner of the intersection of Old Dublin Road and Dublin Road, south of River Oaks Drive. The proposed project involves redevelopment of an existing aggregate loadout facility associated with the adjacent Marble Cliff Quarry into an extended stay hotel and associated parking. In addition to the redevelopment of the old facility, the project will relocate the intersection of Old Dublin Road and Dublin Road to increase the site distance at the intersection and facilitate traffic in and out of the Gateway Lofts Development as well as the proposed Metro Park which is proposed across the street from the Gateway Lofts Development (see Figure 1). EMH&T has met with the proposed developer of the adjacent quarry, Wagenbrenner Development, as well as MKSK who is working with the Columbus and Franklin County Metro Parks on the initial design of the park. Based on our conversations, one aspect of the park will be a kayak course, and the park would like to receive the additional runoff from the site to help provide water for this course. As a result an easement for the storm sewer to discharge into the adjacent quarry has been obtained from the landowner and future developer and is attached in Appendix D.

In order to facilitate the offsite detention and provide the runoff for the Metro Park and at the City's request, the Gateway Lofts development is seeking a Type II variance to allow for water quantity control to be handled by the adjacent quarry. This report will provide additional documentation regarding this request as well as analysis of the alternate site plans that were considered for the site.



Figure 1 – Site Area Map



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2.0 TYPE II VARIANCE (NON-STREAM PROTECTION)

The City of Columbus Stormwater Drainage Manual states that ‘stormwater quantity control facilities shall be designed to control runoff from small, moderate, and large storm events before it is discharged off-site.’ A variance is requested from Section 3.2 of the manual, specifically allowing stormwater quantity control facilities to be located offsite, within the adjacent quarry. As noted in section 1.0, this has been coordinated with the owner, developer, and Metro Parks design consultant and would be conveyed through a private storm sewer system designed to carry the 100-year storm event from the site to the quarry.

2.1 Water Quantity/Quality Impacts

As noted in the stormwater report prepared for CC-17643, the site will provide stormwater quality control in accordance with City of Columbus and Ohio EPA requirements for redevelopment prior to discharging runoff to the offsite basin. Therefore this variance will have no impact on the water quality as no variance is requested for water quality treatment.

Water Quantity control is proposed to be located offsite. As is noted in the stormwater report prepared for CC-17643, the site storm sewer system has been designed to convey the 100-year storm event from the site to the existing quarry basins through a private storm sewer system. For the 100-year storm event, the increase in runoff volume tributary to the existing quarry from the site redevelopment is 0.603 acre-feet. Based on the surface area of the existing basins, that would result in a rise in basin elevation of 0.12’ if the runoff was contained in just the upper basin, and 0.04’ if the runoff is split between the two existing basins. Therefore the proposed development would have a negligible impact on the ponding elevations within the quarry. Additionally there is no outlet structure within the quarry. The water level fluctuates and discharges through natural ground water recharge further negating the impact of the additional runoff.

2.2 Site Development Alternatives

2.2.1 Preferred Plan Alternative

As shown on the Preferred Alternative Plan (Appendix A), the project as proposed includes the construction of an extended stay hotel and associated garages and surface parking lots. As shown on the Exhibit, the intersection of Old Dublin Road and Dublin Road will be reconfigured to facilitate safe turning movements at the intersection. The access for the Gateway Lofts development will be from Old Dublin Road. This reconfiguration will also provide access for the future park as shown in Figure 1. As noted in section 2.1, this alternative provides water quality treatment, and water quantity control would be done off-site in the adjacent quarry.

2.2.2 Minimal Impact Alternative Plan

As shown on the Minimum Impact Alternative Plan (Appendix B), this alternative divides the site into two developments with buildings located on either side of relocated Old Dublin Road. The intersection of Old Dublin Road and Dublin Road is required by the City to be reconfigured in order to use it for a site access point. With the relocation, there is not sufficient space to construct a building that will provide an adequate number of units and associated parking spaces for the project to be financial feasible and provide water quantity and quality controls on one side of



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the roadway. With this alternative additional stormwater basins are proposed throughout the site. This site has bedrock (limestone) that is generally two (2) to five (5) feet below the existing ground which would further complicate the construction of larger storm water basins. In addition to the impacts the Gateway Lofts site, this alternative would negatively affect the proposed parking and site access for the future park. The eastern building and associated parking would block access to the future parking lot for the park as well as require some of the future park land to be utilized for development. With this alternative both water quantity and quality control would be done onsite, however, this would reduce the runoff to the park, which would negatively impact the planned water sports within the future Metro Park.

2.2.3 No Impact Alternative Plan

As shown on the No Impact Alternative Plan (Appendix C), this alternative provides a similar building footprint to the Preferred Alternative, which provides the necessary building area and units for the project's feasibility. However, in order to fit a larger detention basin on site, Old Dublin Road would remain as it currently is configured and access to the site would be from Dublin Road. As noted in section 2.2.2, the rock elevation within the existing site would complicate construction of the proposed basins. This alternative would also negatively affect the proposed park by limiting access to the park from Dublin Road as the existing intersection does not provided adequate site distance to support the future traffic. Additionally the areas gained by the park from the reconfiguration of the intersection would not be available with this alternative. With the No Impact Alternative both water quantity and quality control would be done onsite, however, as was the case with the Minimal Impact Alternative, this would reduce the runoff to the park, which would negatively impact the planned water sports within the future Metro Park.

2.1.5 Statement of Hardship

The proposed offsite detention is driven by the adjacent development and the coordination efforts that have been done to date to provide the necessary land and runoff for the proposed park improvements as well as the site conditions, primarily the high rock elevations, which add unique challenges to the development, including addition difficulties to construct large basins on site for quantity control. Thus, Gateway Lofts respectfully requests approval of the variance for the Preferred Plan Alternative.

3.0 CONCLUSIONS

Gateway Lofts respectfully requests approval of the Type II variance for the Preferred Project Alternative for the development. The project improvements will include the necessary stormwater quality controls to meet the requirements of the City of Columbus and Ohio EPA, and the adjacent basins in the quarry provide sufficient volume to account for the additional runoff from the site. The preferred alternative not only benefits this development but the future park plans for the Columbus and Franklin County Metro Parks.



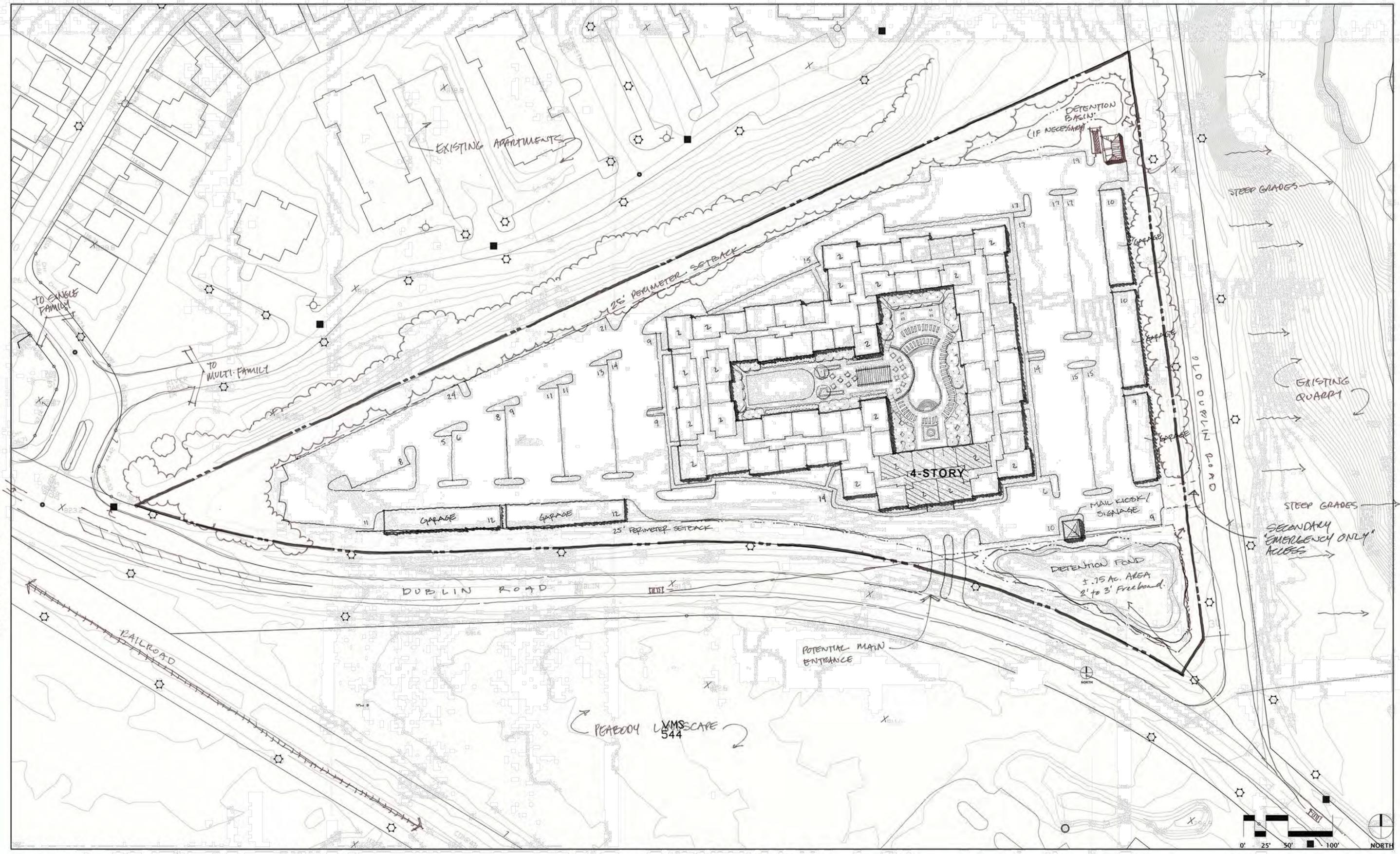
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**APPENDIX A
PREFERRED ALTERNATIVE**



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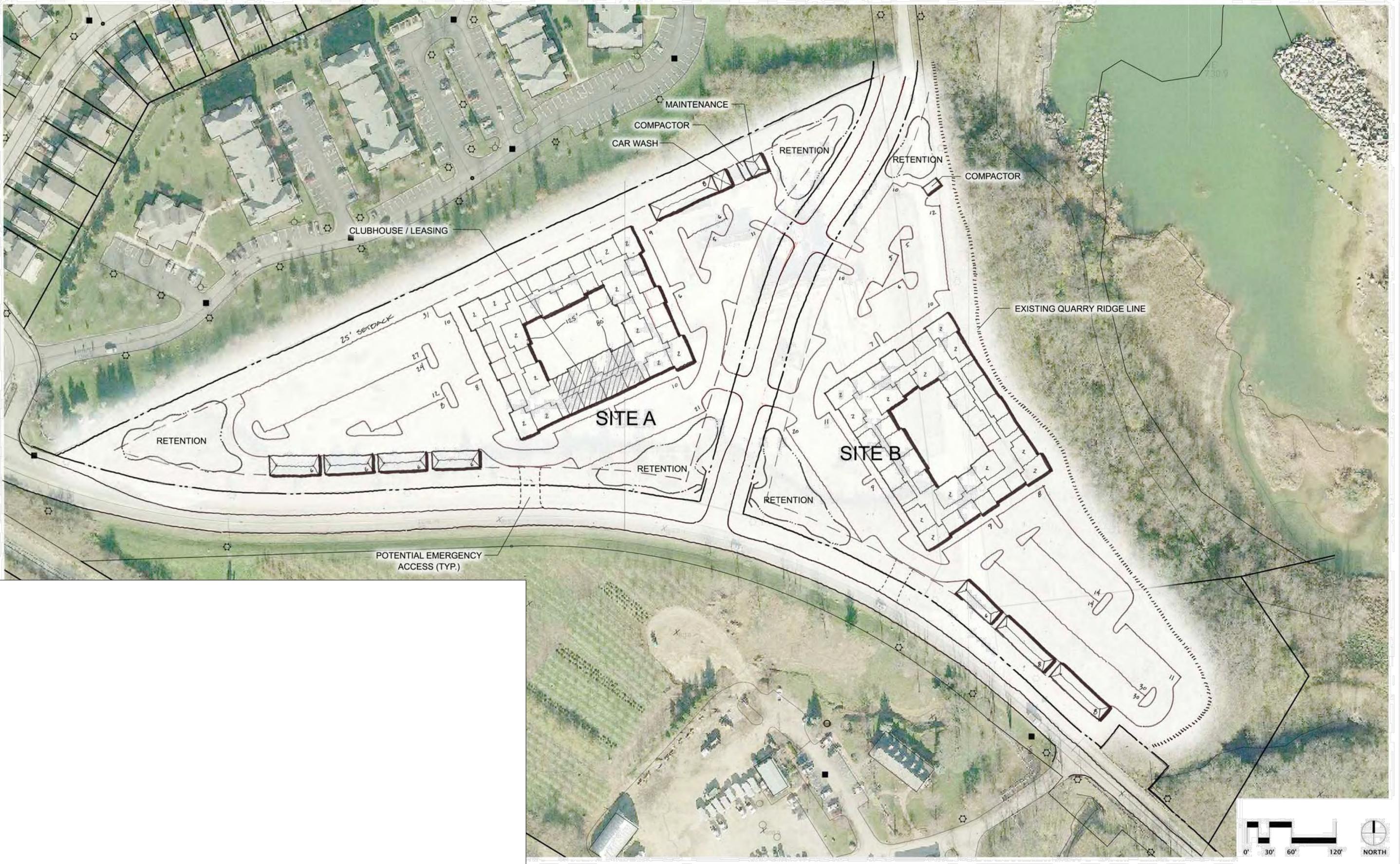
APPENDIX B
MINIMAL IMPACT ALTERNATIVE





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**APPENDIX C
NO IMPACT ALTERNATIVE**





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APPENDIX D
EASEMENT FOR STORM SEWER DISCHARGE

AGREEMENT TO GRANT SEWER EASEMENTS

This AGREEMENT TO GRANT SEWER EASEMENTS (this "Agreement") is made and entered into this ____ day of _____, 2016, by and between **MARBLECLIFF CANYON, LLC**, an Ohio limited liability company ("MCC") and **TRABUE DUBLIN, LLC**, an Ohio limited liability company ("Owner") and **QUARRY LOFTS PARTNERS, LLC** ("Hallmark")

RECITALS

- (A) Owner owns the property identified on Exhibit A ("Sewer Property").
- (B) Owner is in contract to sell the Sewer Property to MCC pursuant to a Purchase and Sale Agreement dated December 11, 2015, by and between Owner and MCC.
- (C) Hallmark is in contract to purchase the property described on Exhibit B (the "Site").
- (D) In order to develop the Site, Hallmark must extend the existing sanitary sewer line over and through the Sewer Property generally in the location depicted on Exhibit C (the "Sanitary Extension") and a storm sewer conveyance over and through and detention on the Sewer Property generally in the location depicted on Exhibit E (the "Storm Extension" and collectively with the Sanitary Extension, the "Extension").
- (E) Owner and MCC will benefit from the extension of the sewer line across their property.
- (F) Hallmark will not close on the Site without the agreement of Owner and MCC to execute an easement permitting the Extension as finally approved by the City of Columbus.
- (G) The parties are willing to agree to grant the necessary easements and other documentation on the terms contained herein.

NOW THEREFORE, in consideration of the mutual premises contained herein and intending to be legally bound, the parties hereto hereby agree to the foregoing recitals and as follows:

1. Owner and MCC, each for itself, agrees that upon request of the City of Columbus or Hallmark, if it is then the Owner of the Sewer Property, it will execute an easement over approximately the area depicted on Exhibit C in the form of Exhibit D, subject to such revisions as Owner or MCC, as applicable, may reasonably require, (the "Sanitary Easement") and an easement to transport storm water over approximately the area depicted on Exhibit E to the existing quarry in the area depicted on Exhibit E (the "Storm Easement" and collectively, the "Easements") without charge to the City of Columbus, Hallmark or any other party. Owner and/or MCC, whichever is then owner of the Sewer Property, also agrees to execute any other reasonable documentation requested by the City of Columbus or Hallmark to confirm the permission to construct the Extension in the locations finally approved by the City of Columbus.

2. So long as the then owner of the Sewer Property has executed and delivered the Sanitary Easement at the request of Hallmark, Hallmark agrees to construct the Sanitary Extension on the terms and conditions approved by the City of Columbus, meeting the standards required by the City of Columbus and in a manner reasonably designed to facilitate the ability of the then owner of the Sewer Property to utilize the Sanitary Extension for its own sanitary discharges without charge of any kind to MCC or Owner except the standard City of Columbus fees for connecting to said sewer.

3. So long as the then owner of the Sewer Property has executed and delivered the Storm Easement at the request of Hallmark, Hallmark agrees to construct the Storm Extension on the terms and conditions approved by the City of Columbus, meeting the standards required by the City of Columbus and in a manner reasonably designed to facilitate the ability of the then owner of the Sewer Property to utilize the Storm Extension for any storm water discharges that are currently flowing into the existing quarry without charge of any kind to MCC or Owner except the standard City of Columbus fees for connecting to said sewer, if any.

4. The parties hereto acknowledge that the City has not approved the final location of the Extension and agree that changes to the locations depicted on Exhibit C and Exhibit E which do not interfere with the use of the Sewer Property, as determined by the then owner of the Sewer Property, shall be reasonably approved. Hallmark shall provide status and plan updates to MCC and Owner upon request. Owner and/or MCC may comment upon the same and Hallmark agrees to cooperate to cause such revisions to be made subject, in all cases, to the approval of the City of Columbus. Each of Owner and MCC agrees to pay any costs arising out of changes to the plans or location requested by such party.

5. At Hallmark's cost, this Agreement may be recorded in the records of Franklin County, Ohio. This Agreement shall automatically terminate upon the earlier of (a) the recording of the Easements or (b) December 31, 2017.

6. Miscellaneous

a. Any notice by either party to the other required, permitted or provided for herein shall be valid only if in writing and shall be deemed to be duly given only if (a) delivered personally, or (b) sent by means of Federal Express, UPS Next Day Air or another reputable express mail delivery service guaranteeing next day delivery, or (c) sent by United States Certified or registered mail, return receipt requested, addressed:

If to MCC, at the following address:

Wagenbrenner Development
842 North 4th Street, Suite 200
Columbus, Ohio 43215
Attn: General Counsel

If to Hallmark, at the following address:

150 East Broad Street
2nd Floor
Columbus OH 43215
Attn: Richard H. Kirk

If to Owner, at the following address:

Trabue Dublin, LLC
8191 E. Kaiser Boulevard
Anaheim, California 92808
Attn: John D. Tallichet

or at such other address for any party as that party may designate by notice to the others. A notice shall be deemed given and effective, if delivered personally, upon hand delivery thereof (unless such delivery takes place after hours or on a holiday or weekend, in which event the notice shall be deemed given on the next succeeding business day), if sent via overnight courier, on the business day next succeeding delivery to the courier, and if mailed by United States certified or registered mail, three (3) business days following such mailing in accordance with this Section.

b. Irrespective of the place of execution or performance, this Sublease shall be governed by and construed in accordance with the laws of the State of Ohio.

c. If any party brings an action to enforce the terms hereof or to declare rights hereunder, the prevailing party who recovers substantially all of the damages, equitable relief or other remedy sought in any such action on trial and appeal shall be entitled to receive from the other party its costs associated therewith, including, without limitation, reasonable attorney's fees and costs from the other party.

d. This Lease and the Exhibits attached hereto set forth the entire understanding between the parties concerning the subject matter of this Lease and incorporate all prior negotiations and understandings. There are no covenants, promises, agreements, conditions or understandings, either oral or written, between them relating to the subject matter of this Lease other than set forth herein.

e. No alteration, amendment, change or addition to this Lease shall be binding upon either party unless in writing and signed by all parties affected by the alteration, amendment, change or addition.

f. Each and all of the provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

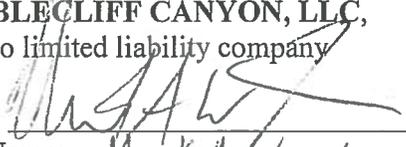
g. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute and be construed as one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized signatories to execute this Agreement the day and year first above written.

MCC:

MARBLECLIFF CANYON, LLC,
an Ohio limited liability company

By: 
Print Name: Mary Kathleen Long-Brennan
Its: Authorized Member

OWNER:

TRABUE DUBLIN, LLC,
an Ohio limited liability company

By: 
Print Name: John Tallichet
Its: Manager

HALLMARK:

QUARRY LOFTS PARTNERS, LLC,
an Ohio limited liability company

By: _____
Print Name: _____
Its: _____

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized signatories to execute this Agreement the day and year first above written.

MCC:

MARBLECLIFF CANYON, LLC,
an Ohio limited liability company

By: _____
Print Name: _____
Its: _____

OWNER:

TRABUE DUBLIN, LLC,
an Ohio limited liability company

By: _____
Print Name: _____
Its: _____

HALLMARK:

QUARRY LOFTS PARTNERS, LLC,
an Ohio limited liability company

By: Richard H. Kirk
Print Name: Richard H. Kirk
Its: manager

EXHIBIT A
SEWER PROPERTY

EXHIBIT B

SITE

EXHIBIT C

SANITARY EXTENSION

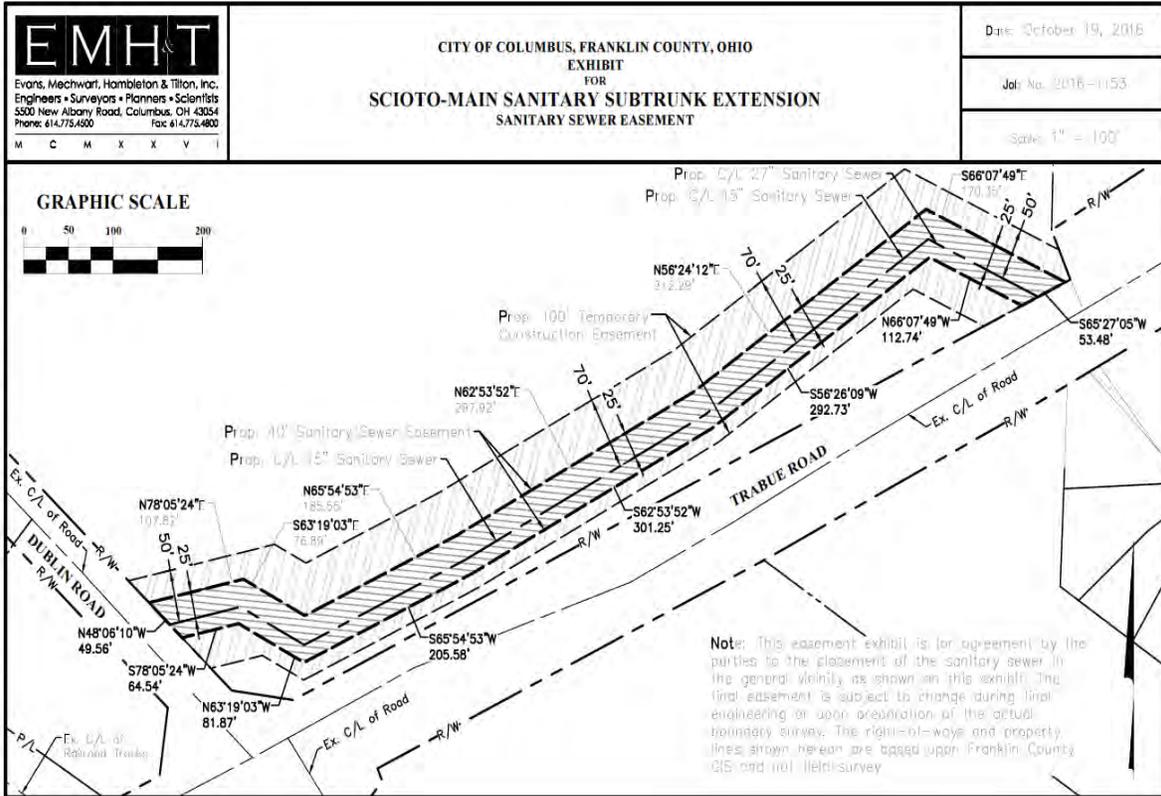


EXHIBIT D

DEED OF EASEMENT

KNOW ALL PERSONS BY THESE PRESENT that **Property Owner**, an Ohio liability company (the “**Grantor**”), for One U.S. Dollar (\$1.00) and other good and valuable consideration, which Grantor acknowledges receipt and sufficiency, given by the **City of Columbus, Ohio**, an municipal corporation (the “**Grantee**”), does forever grant to Grantee, and its successors and assigns, an exclusive perpetual easement in, on, over, under, across, within, through, and burdening the following described tract of real property (the “**Easement Area**”), including reasonable ingress and egress access, for the purposes of accessing, excavating, constructing, installing, reconstructing, replacing, removing, repairing, maintaining, controlling, and operating sanitary and storm sewer utility lines and associated appurtenances (the “**Improvement**):

CC

Easement Area: X.XXX Acre +/-

Legal Description

This legal description of the Easement Area is also depicted on the one (1) page attachment, **Exhibit-A**, which is fully incorporated for reference as if rewritten.

Franklin County Tax Parcel(s): XXX-XXXXXX

Prior Record Reference(s): Ins.;

Recorder's Office, Franklin County, OH

Street Address(es): XXX, Columbus, OH XXXX

TERMS & CONDITIONS

1. This Deed of Easement forever runs with the land of the servient estate in its chain-of-title. Furthermore, all provisions described in this Deed of Easement inure to the benefit and are binding upon the Grantor and Grantee and their respective successors and assigns.

2. Grantor forever releases and discharges Grantee from any future Ohio Constitution, Article I, Section 19 just compensation claims arising from granting this Deed of Easement.

3. Grantee, upon its subsequent entry by the Grantee for the purpose of construction, installation, reconstruction, replacement, removal, repair, maintenance and operation of said Improvement, it will restore Grantor's property within said easement area to its former condition as nearly as and as soon as is reasonably practicable. Grantee understands and agrees that restoration of Grantor's property within the easement area is specifically limited to restoring the property to its former grade and restoring the surface to its former condition, but shall not include repair or replacement of any improvements therein or thereon. Grantee's restoration of the Easement Area will not include any repair, replacement, or compensation of any improvement(s) including but not limited to other facility(ies), fence(s), wall(s), tree(s), bushes, vegetation, flower(s), or landscaping.

4. The perpetual easement rights granted in this Deed of Easement to Grantee are "exclusive" as to all, except Grantor and any previously granted rights of record. Grantor retains the rights to use the Easement Area for all purposes that do not in any manner impair Grantee's use or interfere with the construction, operation, maintenance, repair, removal, replacement, or reconstruction of the Improvement or access thereto. Grantor is prohibited from causing or allowing any permanent or temporary building(s), structure(s), facility(ies), or other improvement(s) to be constructed in, on, over, under, or upon the Easement Area, except utility service lines and asphalt or concrete parking, driveways, curbs, and sidewalks. If Grantor makes any permanent or temporary improvement(s) in, on, over, under, or upon the Easement Area, except as described in this section, then **(i)** Grantor agrees to assume full

responsibility for any damage or destruction of the unauthorized improvement(s) by Grantee, and **(ii)** Grantee, its employees, agents, representatives and contractors, shall not be liable for any damage or destruction of the unauthorized improvement(s) during Grantee's good faith exercise of the rights granted and described in this Deed of Easement.

5. A party's failure or refusal to exercise any rights in this Deed of Easement is not a waiver of any kind and no waiver is valid unless executed in writing by the waiving party's authorized personnel and properly recorded.

6. Grantor covenants to **(i)** being the true and lawful owner of the servient estate, **(ii)** being lawfully seized of the servient estate in fee simple, **(iii)** possessing good right and full power to grant this Deed of Easement, and **(iv)** not convey or transfer fee simple ownership of any portion of the Easement Area prior to the recording of this Deed of Easement.

[REMAINDER OF PAGE INTENTIONALLY BLANK; GRANTOR'S EXECUTION ON NEXT PAGE]

GRANTOR'S EXECUTION

In witness whereof, Grantor, **Property Owner, an Ohio limited liability company**, by its duly authorized representative, _____, _____, who personally represents and warrants possessing legal capacity and authority to acknowledge this Deed of Easement on behalf of Grantor, does cause this Deed of Easement to be executed and subscribed on behalf of Grantor on the effective dates below.

**Property Owner,
Ohio Limited Liability Company**

By: _____
Print Name: _____
Print Title: _____
Effective Date: _____

State of _____)
County of _____) SS:

Be it remembered on _____, 2016, I affixed my seal evidencing the foregoing instrument was acknowledged before me by _____, _____, on behalf of Grantor, **Property Owner, an Ohio limited liability company**.

(SEAL)

Notary Public
Commission Expiration Date: _____

THIS INSTRUMENT PREPARED BY:
COLUMBUS CITY ATTORNEY, REAL ESTATE DIVISION
BY:
DATE:
FOR: PUBLIC UTILITIES
RE: SEWER ESMT.

EXHIBIT-A (Pg. 1/1)

EASEMENT EXHIBIT

EXHIBIT E

STORM EXTENSION

